

JUSTICE DEPT. TO SUE AUTHOR OF C.I.A. BOOK

Bell Says Damages Will Be Sought
From Snapp for Breaking Vow
on Experiences in Vietnam

By WARREN WEAVER Jr.
Special to The New York Times

NEW ORLEANS, Feb. 14—Attorney General Griffin B. Bell said today that the Department of Justice was preparing to file a civil suit against a former Central Intelligence Agency employee who broke his promise to clear a book about his experiences with the agency before publication.

The Attorney General told a news conference here that the Government would seek damages and perhaps some kind of injunction against Frank W. Snapp 3d, a former senior analyst for the C.I.A. whose recent book, "Decent Interval," describes intelligence activity during the Vietnam war.

Such a lawsuit would represent the first time that the Justice Department has invited a full legal test of the contract that all C.I.A. employees sign upon joining the agency. The contract provides that the employee promises to submit for prepublication censorship anything they write after leaving.

"If that contract isn't valid, we and everyone ought to know it," Mr. Bell said. "If it is valid, then we think it ought to be enforced. There's something wrong with the system when people can back down on their contracts at will."

Bell's Role in A.B.A.

The Attorney General is spending several days in New Orleans at the annual winter meeting of the American Bar Association. As the nation's chief law enforcement officer, he is automatically a member of the association's House of Delegates, its policy-making body.

The Snapp book, which charges the C.I.A. with bungling in the evacuation of Vietnam, was published three months ago by Random House without any submission of the manuscript to the agency and, thus, with little or no Government awareness of its impending appearance.

At that time, the Justice Department decided not to make any attempt in the courts to cut off further printing of the book or to restrict its circulation or sale.

Mr. Bell said today, in response to questions, that the Government would now seek "some sort of damages" from Mr. Snapp and might try to enjoin him from further speaking or writing about information he learned as a C.I.A. employee.

From the Attorney General's announcement, it was not clear how department lawyers would attempt to measure whatever financial losses the Government



Associated Press

Attorney General Griffin B. Bell at news conference in New Orleans.

contended it had suffered. Alternatively, the Government might seek punitive rather than compensatory damages to prevent a recurrence of contract violations.

Some lawyers here said that the Government might be able to recover all profits realized by the publisher on the Snapp book if it could be established that Random House knew that the author had a binding agreement with the C.I.A. and either induced him to break it or cooperated in the breaking.

Possible 'Prior Restraint'

Mr. Bell acknowledged that the courts might ultimately decide that the contract required by the C.I.A. as a condition of employment constituted a "prior restraint" on free dissemination of information and thus a violation of the free press guarantees of the Constitution.

"Let us find that out," he said.

Although the intelligence agency, like virtually all Federal agencies, has its own legal staff, the Justice Department routinely goes to court on behalf of Government officials and departments, particularly when Administration policy is involved and the department appears to be better equipped professionally to handle the litigation.

In 1971, forewarned that another former C.I.A. agent, Victor L. Marchetti, planned to publish a book without agency clearance, the Government obtained a court order barring Mr. Marchetti from including in "The C.I.A. and the Cult of Intelligence" material not already submitted to the agency.

Mr. Marchetti's lawyers argued that he should be able to restore to the book material that the agency had improperly classified, but the United States Court of Appeals ruled that the author had waived his First Amendment rights when he signed the agreement upon joining the agency in 1955.

In 1975, the Supreme Court declined to review the ruling in the Marchetti case.

The Marchetti book was published by Alfred A. Knopf; John D. Marks was the co-author.